

ARTICLE 1.11  
DATE: 07/02/2013

**ARTICLE 1.11 GENERAL PROVISIONS**

**CURRENT LANGUAGE:**

- I. For the purpose of this MOU, the "Fire Chief" shall mean the chief executive officer of the Fire Department or his/her authorized representative.
- II. For represented employees who were employed by the Montgomery Fire Protection District at the time the area served by the District was annexed to the City, their seniority rights shall begin with their individual hiring dates with the District and all continuous service with the District shall be deemed to be continuous service with the City.
- III. For the purposes of vacation, holidays, sick leave, standby, and differential pay, all represented employees assigned to a 40-hour work week (including a temporary modified duty assignment) shall be eligible for the same benefits under the same terms as employees assigned to the Training Divisions with a 40-hour work week.

**CONCERN:**

Allows employees assigned to a 40-hour work week, including a temporary modified duty assignment, to receive the same 15% differential pay as Fire Captains assigned to the training division, which creates a financial concern for the City.

**PROPOSAL:**

- I. For the purpose of this MOU, the "Fire Chief" shall mean the chief executive officer of the Fire Department or his/her authorized representative.
- II. For represented employees who were employed by the Montgomery Fire Protection District at the time the area served by the District was annexed to the City, their seniority rights shall begin with their individual hiring dates with the District and all continuous service with the District shall be deemed to be continuous service with the City.
- ~~III. For the purposes of vacation, holidays, sick leave, standby, and differential pay, all represented employees assigned to a 40-hour work week (including a temporary modified duty assignment) shall be eligible for the same benefits under the same terms as employees assigned to the Training Divisions with a 40-hour work week.~~

**RESULTS:**

Eliminates 15% differential pay for 40-hour work week assignments.

**TENTATIVE AGREEMENT**

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UNION

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MANAGEMENT